
Duluth Adult Education Consortium Agreement

The Minnesota Department of Education mandates that an approved Adult Basic Education (ABE) consortium may have only one fiscal agent for the purposes of distribution of state and federal ABE aid. Therefore, the agreement between the fiscal agent, Duluth Public Schools, and the listed consortium members will follow all fiscal and programmatic mandates and policies established by the state.

Fiscal agent: Duluth Public Schools

Duluth Public Schools is the designated fiscal agent of the Duluth Adult Education Consortium. Duluth Adult Education is not a legal entity. All authority and liability rests with the school boards of the participating member school districts. Duluth Adult Education will coordinate the program, supply books and materials, and provide licensed instructors to facilitate Adult Education classes as and where needed. The consortium will comply with all State ABE Assurances as outlined in the annual grant application, collect all necessary data, submit required performance reports and fiscal reports to the state utilizing state adopted databases, and receive state Adult Basic Education aid under section 124D.531 for Adult Basic Education programming delivered in the consortium.

Consortium members: Proctor ISD 704 and Hermantown ISD 700

The above listed school districts agree to be a member of the Duluth Adult Education Consortium for FY 2025. Consortium members will sign consortium agreements annually, agree to have all ABE funds sent directly to the fiscal agent, make student referrals, advertise and promote ABE programs, and provide classroom space as necessary.

Signatures:

Member ISD 700 and 704

Member ISD 709

School Districts Representative:

School District Representative:

By: *Kristal Berg*

By: *Simone Zurich*

Name: Kristal Berg

Name: Simone Zurich

Title: Director of Community Education

Title: Director of Finance and Business Services

Date: 09 / 03 / 2024

Date: 9/9/24

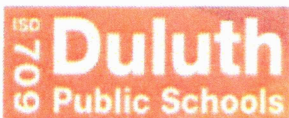
Adult Basic Education Representative:

By: *Angie Frank*

Name: Angie Frank

Title: Duluth Adult Education Manager

Date: 9/9/2024



AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and On Site Enterprises, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/1/2024 and shall remain in effect until 6/30/2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Bid-1269 - Vending Services per specifications and the response provided to the Bid.*

Contract Documents. It is understood that this Contract consists of the following:

1. *Printed Memoranda of Agreement and Title Sheet;*
2. *Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;*
3. *Contractors Insurance Policy;*
4. *Supplementary Conditions and Insurance Requirements; and*
5. *Any other documents identified by ISD 709*

3. **Reimbursement.** Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws.

The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

8. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Cathy Holman, Purchasing Coordinator, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) On Site Enterprises, 2841 Karl Avenue, Duluth MN 55811.

10. **Assignment.** The Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

11. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

12. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

14. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

15. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:


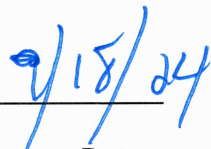

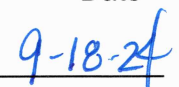
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

ISD 709/Duluth Public School is committed to providing an environment of mutual respect with a goal to ensure a diverse workforce is considered. Therefore, the winning vendor of this contract understands and agrees that their company shall comply with all applicable laws relating to discrimination in employment and be welcoming of applicants of all genders, sexual orientation, age and race for employment with their company.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

		
_____		_____
Contractor Signature	SSN/Tax ID Number	Date
		
_____		_____
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

	
_____	_____
Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Life House, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 26, 2024 and shall remain in effect until June 30, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** ECFE Parent Educator will attend parent group in collaboration with Life House staff once per week during the school year, except during school breaks and dependent on staff availability.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$0 hourly and \$ 0 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jen Jaros ECFE, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Life House Attn: Ryan Irlbeck, 102 W 1st St, Duluth, MN 55805.

11. Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Amber Sadowski 41-1704840 9.10.24
 Contractor Signature AMBER SADOWSKI SSN/Tax ID Number Date
 EXECUTIVE DIRECTOR
[Signature] 9/12/24
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

- This contract is funded by either:**
1. The following budget (include full 18 digit code); or
 2. will be paid using Student Activity Funds; or
 3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

 x Check if the contract is a no-cost contract such as a Memorandum of Understanding

Ermine Zmich 9-12-24
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 4 day of June, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Salvation Army, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 26, 2024 and shall remain in effect until June 30, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** ECFE Parent Educator will attend parent group in collaboration with Salvation Army staff once per week during the school year or provide home visits to families as needed/requested, except during school breaks and dependent on staff availability.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$0 hourly and \$ 0 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jen Jaros ECFE, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Salvation Army, Attn: Dana Weisman, 215 S 27th Ave W, Duluth, MN 55806.

11. Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

E Randall Polsley
E.Randall.Polsley (Sep 10, 2024 16:48 CDT)
 Contractor Signature

SSN/Tax ID Number

Sep 10, 2024

Date


 Program Director

9/12/24
 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

E Randall Polsley
E.Randall.Polsley (Sep 10, 2024 16:48 CDT)
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair



Sep 10, 2024

9-12-24 Date

WRITTEN AGREEMENT

By and Between

THE UNIVERSITY OF SOUTH DAKOTA, School of Education

(Hereinafter USD)

And

Duluth School District

For Participation in the Operation of a Professional Development District (PDD)

For the Period of January 2025 – May 2025

Professional Development District

The School of Education at The University of South Dakota (USD) will participate with regional school districts in the development and operation of a Professional Development District programs (PDD). This initiative includes, but is not limited to:

1. Placement and support for the full year residency and semester long programs involved in the USD Teacher Education program.
2. Placement and support for the early field experiences involved in the USD Teacher Education program.
3. Evaluation of teacher education residency candidates placed in PDD schools.
4. Professional development for cooperating classroom teachers in the PDD schools.

Definition of Terms

For the purposes of this document, terms and definitions will be as follows:

- Professional Development District – The PK – 12 partner in the USD School of Education teacher preparation program
- Residency Instructor – The USD faculty member who will be primarily responsible for delivering the coursework during the residency year and coordinating the field based observations and evaluations of the teacher education candidates.
- University Supervisor – The USD supervisor assigned to the residency students when the residency instructor is unable to provide direct supervision of the residency student.
- Mentor – The PK – 12 teacher that has been assigned as the primary cooperating teacher for the teacher education candidate. The mentoring requirement may be a full year assignment or a semester/partial year assignment based on the placement or certification requirements of the teacher education candidate.
- Administrator – Specially certified educator whose job is to direct and manage daily operations or programs in an individual school. May also include personnel employed by central educational office who work at local school level. The administrator may be the principal, assistant principal, special education director, curriculum coordinator, or curriculum director.

1. Program overview

- a. USD will establish PDD sites collaboratively with public school districts to share jointly the resources and information pertaining to the PDD.

- b. The PDD will agree to this partnership with the USD School of Education through a written agreement signed by both parties on or before February 1 on the last year of the contract.
- c. It is mutually agreed that there shall be no discrimination on the basis of a person's race, color, creed, religion, national origin, ancestry, citizenship, gender, sexual orientation, age, or disability in selection and participation of PDD teachers, mentors, or university faculty and staff.
- d. USD and the PDD agree to share data regarding performance of the residency program, teacher education candidates and students impacted by the teacher education candidates.

2. Role of the USD School of Education in the PDD program

- a. The School of Education is committed to involving its faculty in the PDD program. USD shall involve the faculty of the School of Education in collaborative enterprises to improve the quality of teaching and learning through such efforts as research or investigations of mutual interest. The guiding principle for the PDD program is the demonstration of research-based educator practices and technologies by exemplary school-based mentors, teacher candidates, and the USD faculty.
- b. USD may assign faculty members to the PDD sites for the purpose of communication, supervision, and demonstration teaching. The number of USD faculty with all or partial assignments will depend on the needs of the mentors, teacher candidates, and the district administrators.
- c. The teacher education candidates will be approved by USD faculty each year. The teacher education candidates will fill out the necessary applications to be considered for a clinical placement, providing references, transcripts, and other information as deemed necessary by the University.
- d. USD will compensate the mentors for supervision duties associated with the full year residency and semester long programs. The compensation rate will be determined on an annual basis. The rate per semester is \$250.
- e. The USD School of Education will assign a university supervisor to direct the work of the residency candidate. In most cases this will be the residency instructor assigned to the PDD. The university supervisor will serve as the team leader on behalf of the teacher education candidate.
- f. The USD School of Education Supervisor will conduct a minimum of four evaluations/semester during the residency year.
- g. USD will collaboratively disseminate information regarding the PDD and the knowledge generated through the PDD to the general educational community.
- h. USD will collaborate with participating school districts in the selection of classroom mentors. The total number of mentors and teacher education candidates at the PDD sites will be determined annually based on need and availability of mentors. Measures will be employed to jointly facilitate positive mentor – teacher candidate matches. Requirements for mentors include:
 - i. Three years of successful PK - 12 teaching.
 - ii. Administrator approval and recommendation to serve as a mentor.
- i. Teacher education candidates must:
 - i. Meet PDD requirements for placement considerations in the residency or semester long program. These requirements could include a background check and insurance coverage, meeting minimum GPA requirements, recommendations from early field experience supervisors and passing scores on PRAXIS exams.
 - ii. Be fully enrolled in an undergraduate teacher education program in the School of Education and registered for course work toward graduation during their involvement with the residency or semester long program.
 - iii. Be under joint supervision of the residency instructor and/or the university supervisor and mentor in the school they are assigned. The supervisory team will be headed by the university with involvement from the mentor, building principal and USD faculty as assigned.
 - iv. Be personally responsible for individual health insurance and professional liability insurance.
- j. This section reflects any unique conditions that will impact the USD/PDD agreement:
 - i. _____
 - ii. _____
 - iii. _____

3. PDD Responsibilities in the program

- a. The participating PDD school districts will select mentor teachers from the existing school staff to work with the teacher candidates and the USD faculty and staff. The PDD will collaborate with the USD School of Education to match the interests and capabilities of mentors with those of the teacher education candidates. The mentors will be selected on the basis of exemplary contributions to education, leadership and their commitment to preparing others for the profession. Participation as a PDD district indicates that there will be placement opportunities for two or more teacher candidates each year to enhance opportunities for collaboration.
- b. The mentors or the administrators will be expected to conduct two formal performance evaluations/semester on the teacher education candidate.
- c. Teacher education candidates may be interviewed by the local PDD
- d. The PDD may provide a stipend to teacher candidates during the residency experience. The stipend amount shall be determined by the PDD. The teacher candidates will be individually responsible for the expenses of their USD tuition, fees, travel, books, and other costs of undergraduate study.
- e. The PDD may include duties and responsibilities to the teacher education candidate such as: extra-curricular activities, substitute teaching in related fields (10 days maximum), directing activities, non-teaching duties and committees. A PDD may choose to compensate the residency student for involvement in these activities.
- f. Participating school districts will share appropriate student achievement data for evaluation and program improvement in accordance with FERPA regulations.
- g. Participating school districts may allow videotaping of classroom instruction for professional development and candidate assessment purposes. Proper releases will be executed in accordance with PDD policy and procedures.
- h. The PDD may be required to provide available classroom space for embedded course work during the clinical experiences.
- i. This section reflects any unique conditions that will impact the USD/PDD agreement:
 - i. _____
 - ii. _____
 - iii. _____

4. Hold Harmless Clause

- a. PDD agrees to hold harmless and indemnify the State of South Dakota, the South Dakota Board of Regents, The University of South Dakota, their officers, agents or employees from and against any and all actions, suits, damage, liability or other proceedings that may arise as a result its performance of the contract. Nothing herein requires PDD to be responsible for any action, suit damage, liability or other proceeding that may arise as a result of negligence, misconduct, error or omission of the State of South Dakota, the South Dakota Board of Regents, The University of South Dakota, their officers, agents or employees.


5. Termination of This Agreement

- a. Any party of the collaborating members of this agreement may terminate the agreement by February 1, with termination effective the following academic year.
- b. This agreement shall be reviewed annually for compliance, additions, and deletions. This review will be completed by March 1 of each year.
- c. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature and/or the Bush Foundation for this purpose. If for any reason the Legislature and/or Bush Foundation fails to appropriate or grant expenditure authority or funds become unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the University of South Dakota or the PDD. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

6. Governing Law

- a. This Agreement shall be governed by the laws of the state of South Dakota.

EXECUTED


Authorized School District Representative

9/25/24
DATE

Amy Schweinle, Dean, USD School of Education

DATE

Kurt Hackemer, Vice President, The University of South Dakota

DATE

**EXHIBIT A
ACKNOWLEDGMENT AND CONSENT FORM**

I, Cody Schneider, hereby acknowledge that I will be providing educational support to Independent School District No. 709, Duluth Public Schools ("District") as a CSS/ISD 709 Tutor affiliated with The College of St Scholastica (hereinafter "Requesting Entity"). I have reviewed and understand the data sharing agreement between the District and Requesting Entity, which describes the access I will have to District information in the course of providing services to the District, as well as District Policies 5060 through 5060R, which generally describe the District's maintenance of student records.

I have also reviewed and understood the definitions of "personally identifiable information" and "educational data" as those terms are used in the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act ("MGDPA"). 20 U.S.C. § 1232g, 34 C.F.R. § 99.31, and Minn. Stat. § 13.32. I acknowledge that personally identifiable information and educational data is prohibited from disclosure unless explicitly authorized by law. I understand I will be granted access to personally identifiable information and educational data under the "school official" exception recognized by both FERPA and the MGDPA only to the extent legitimately necessary for me to provide educational support (hereinafter "Covered Services") as a CSS/ISD 709 Tutor.

I hereby agree that I will use personally identifiable information and educational data only to the extent legitimate necessary for me to provide Covered Services as a CSS/ISD 709 Tutor. I further agree not to redisclose personally identifiable information and educational data to any person who is not a school official with a legitimate need to know the information or to any other third party unless disclosure is explicitly permitted or required by law. In the event a parent, eligible student, or other entity requests disclosure of personally identifiable information or educational data to a third party, I will direct the requesting individual to the appropriate building principal, who will process each request to disclose personally identifiable information and educational data in accordance with applicable District policies and procedures.

I acknowledge that I may not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of personally identifiable information or educational data unless legitimately necessary to perform the Covered Services as a CSS/ISD 709 Tutor. In the event I do legitimately maintain copies or other reproductions of personally identifiable information or educational data, I agree to destroy such copies or reproductions within 30 days of the date I cease providing services to the District as a [CSS/ISD 709 Tutor or within 30 days of the expiration of Requesting Entity's data sharing agreement with the District, whichever occurs first.

Finally, I acknowledge that Requesting Entity may request information related to my performance as a [CSS/ISD 709 Tutor for the purpose of conducting an evaluation of my ability to perform the duties of a CSS/ISD 709 Tutor. I hereby authorize the District to release all information maintained by the District as a result of my work with the District as a [CSS/ISD 709 Tutor to Requesting Entity, including information that would be considered private personnel data under Minn. Stat. § 13.43.

Date: 09/17/2024 Signed: Cody Schneider

**ISD709 Network Security Access Form
For Staff Not Employed by the School District**

Forms MUST be submitted directly to the Technology Department

As non-district employee in the Duluth Public Schools, I am requesting access to ISD709's network. By signing this form, I am indicating I have read and understand District Policy and Regulations 5060 (Electronic Access to Student Information), 524 (Internet Acceptable Use & Safety Policy), and 3189 (Technology Software Copyright and Hardware Management).

First Name Cody Middle Initial A Last Name Schneider DOB: 08/27/2001

Agency you are employed by: The College of St Scholastica

Access Start Date: 09/17/2024 (month/date/year)

Access End Date (June 30 or before): 06/30/2025 (month/date/year)

Job Title: CSS/ISD 709 Tutor

Primary Work Site: Virtual Work Phone & Ext. 715-892-8163

Reason / Justification for Access: Math Tutor for ISD 709 Program


Account(s) Needed:

Email Infinite Campus/Student Database

1. I am required to take up to 60 minutes annually of cyber-security training to protect student data and district services. A failure to complete training within 14 days of your first login will result in disablement of your account for security reasons.
2. I understand it would be a violation of School Board policy to allow another person to use my login user name or password.
3. I understand that I will be held accountable for all activities that happen under my login user name and will ensure my password is secure.
4. I understand that the network is monitored and any information electronically stored on District equipment is District property and may be altered, deleted, electronically backed up, or retained and archived.
5. I understand if I have access to employee or student information that I will be responsible for protecting that information and not releasing the data to unauthorized employees or outside agencies. If an employee asks for employee or student information, I will confirm with my supervisor that I may release this information and the requestor is authorized to receive the information. If any non-District employee or agency requests data, I will refer the request to the District Public Relations Office. I understand that failure to protect employee or student information in accordance with School Board policy and/or Minnesota State law for data privacy could result in disciplinary actions, including civil court action as defined and allowed by Federal and State law.

Applicant's Signature Cody Schneider Date 09/17/2024

School District Supervisor's / Sponsor's Name 

School District Supervisor's / Sponsor's Signature  Date 9/27/24

**EXHIBIT A
ACKNOWLEDGMENT AND CONSENT FORM**

I, Mary Balza, hereby acknowledge that I will be providing educational support to Independent School District No. 709, Duluth Public Schools ("District") as a CSS/ISD 709 Tutor affiliated with The College of St Scholastica (hereinafter "Requesting Entity"). I have reviewed and understand the data sharing agreement between the District and Requesting Entity, which describes the access I will have to District information in the course of providing services to the District, as well as District Policies 5060 through 5060R, which generally describe the District's maintenance of student records.

I have also reviewed and understood the definitions of "personally identifiable information" and "educational data" as those terms are used in the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act ("MGDPA"). 20 U.S.C. § 1232g, 34 C.F.R. § 99.31, and Minn. Stat. § 13.32. I acknowledge that personally identifiable information and educational data is prohibited from disclosure unless explicitly authorized by law. I understand I will be granted access to personally identifiable information and educational data under the "school official" exception recognized by both FERPA and the MGDPA only to the extent legitimately necessary for me to provide educational support (hereinafter "Covered Services") as a CSS/ISD 709 Tutor.

I hereby agree that I will use personally identifiable information and educational data only to the extent legitimate necessary for me to provide Covered Services as a CSS/ISD 709 Tutor. I further agree not to redisclose personally identifiable information and educational data to any person who is not a school official with a legitimate need to know the information or to any other third party unless disclosure is explicitly permitted or required by law. In the event a parent, eligible student, or other entity requests disclosure of personally identifiable information or educational data to a third party, I will direct the requesting individual to the appropriate building principal, who will process each request to disclose personally identifiable information and educational data in accordance with applicable District policies and procedures.

I acknowledge that I may not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of personally identifiable information or educational data unless legitimately necessary to perform the Covered Services as a CSS/ISD 709 Tutor. In the event I do legitimately maintain copies or other reproductions of personally identifiable information or educational data, I agree to destroy such copies or reproductions within 30 days of the date I cease providing services to the District as a [CSS/ISD 709 Tutor or within 30 days of the expiration of Requesting Entity's data sharing agreement with the District, whichever occurs first.

Finally, I acknowledge that Requesting Entity may request information related to my performance as a [CSS/ISD 709 Tutor for the purpose of conducting an evaluation of my ability to perform the duties of a CSS/ISD 709 Tutor. I hereby authorize the District to release all information maintained by the District as a result of my work with the District as a [CSS/ISD 709 Tutor to Requesting Entity, including information that would be considered private personnel data under Minn. Stat. § 13.43.

Date: 9/16/2024 Signed: Mary Balza

**ISD709 Network Security Access Form
For Staff Not Employed by the School District**

Forms MUST be submitted directly to the Technology Department

As non-district employee in the Duluth Public Schools, I am requesting access to ISD709's network. By signing this form, I am indicating I have read and understand District Policy and Regulations 5060 (Electronic Access to Student Information), 524 (Internet Acceptable Use & Safety Policy), and 3189 (Technology Software Copyright and Hardware Management).

First Name Mary Middle Initial E Last Name Balza DOB: 06/02/2005

Agency you are employed by: The College of St Scholastica

Access Start Date: 9/16/2024 (month/date/year)

Access End Date (June 30 or before): 06/30/2025 (month/date/year)

Job Title: CSS/ISD 709 Tutor

Primary Work Site: The College of Saint Scholastica Work Phone & Ext. 651-706-5624

Reason / Justification for Access: Tutoring

Account(s) Needed:

Email Infinite Campus/Student Database

1. I am required to take up to 60 minutes annually of cyber-security training to protect student data and district services. A failure to complete training within 14 days of your first login will result in disablement of your account for security reasons.
2. I understand it would be a violation of School Board policy to allow another person to use my login user name or password.
3. I understand that I will be held accountable for all activities that happen under my login user name and will ensure my password is secure.
4. I understand that the network is monitored and any information electronically stored on District equipment is District property and may be altered, deleted, electronically backed up, or retained and archived.
5. I understand if I have access to employee or student information that I will be responsible for protecting that information and not releasing the data to unauthorized employees or outside agencies. If an employee asks for employee or student information, I will confirm with my supervisor that I may release this information and the requestor is authorized to receive the information. If any non-District employee or agency requests data, I will refer the request to the District Public Relations Office. I understand that failure to protect employee or student information in accordance with School Board policy and/or Minnesota State law for data privacy could result in disciplinary actions, including civil court action as defined and allowed by Federal and State law.

Applicant's Signature Mary Balza Date 9/16/2024

School District Supervisor's / Sponsor's Name 

School District Supervisor's / Sponsor's Signature 

Date 9/22/24

**EXHIBIT A
ACKNOWLEDGMENT AND CONSENT FORM**

I, Isabel Valento, hereby acknowledge that I will be providing educational support to Independent School District No. 709, Duluth Public Schools ("District") as a CSS/ISD 709 Tutor affiliated with The College of St Scholastica (hereinafter "Requesting Entity"). I have reviewed and understand the data sharing agreement between the District and Requesting Entity, which describes the access I will have to District information in the course of providing services to the District, as well as District Policies 5060 through 5060R, which generally describe the District's maintenance of student records.

I have also reviewed and understood the definitions of "personally identifiable information" and "educational data" as those terms are used in the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act ("MGDPA"). 20 U.S.C. § 1232g, 34 C.F.R. § 99.31, and Minn. Stat. § 13.32. I acknowledge that personally identifiable information and educational data is prohibited from disclosure unless explicitly authorized by law. I understand I will be granted access to personally identifiable information and educational data under the "school official" exception recognized by both FERPA and the MGDPA only to the extent legitimately necessary for me to provide educational support (hereinafter "Covered Services") as a CSS/ISD 709 Tutor.

I hereby agree that I will use personally identifiable information and educational data only to the extent legitimate necessary for me to provide Covered Services as a CSS/ISD 709 Tutor. I further agree not to redisclose personally identifiable information and educational data to any person who is not a school official with a legitimate need to know the information or to any other third party unless disclosure is explicitly permitted or required by law. In the event a parent, eligible student, or other entity requests disclosure of personally identifiable information or educational data to a third party, I will direct the requesting individual to the appropriate building principal, who will process each request to disclose personally identifiable information and educational data in accordance with applicable District policies and procedures.

I acknowledge that I may not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of personally identifiable information or educational data unless legitimately necessary to perform the Covered Services as a CSS/ISD 709 Tutor. In the event I do legitimately maintain copies or other reproductions of personally identifiable information or educational data, I agree to destroy such copies or reproductions within 30 days of the date I cease providing services to the District as a [CSS/ISD 709 Tutor or within 30 days of the expiration of Requesting Entity's data sharing agreement with the District, whichever occurs first.

Finally, I acknowledge that Requesting Entity may request information related to my performance as a [CSS/ISD 709 Tutor for the purpose of conducting an evaluation of my ability to perform the duties of a CSS/ISD 709 Tutor. I hereby authorize the District to release all information maintained by the District as a result of my work with the District as a [CSS/ISD 709 Tutor to Requesting Entity, including information that would be considered private personnel data under Minn. Stat. § 13.43.

Date: 9/23/24 Signed: Isabel Valento

**ISD709 Network Security Access Form
For Staff Not Employed by the School District**

Forms MUST be submitted directly to the Technology Department

As non-district employee in the Duluth Public Schools, I am requesting access to ISD709's network. By signing this form, I am indicating I have read and understand District Policy and Regulations 5060 (Electronic Access to Student Information), 524 (Internet Acceptable Use & Safety Policy), and 3189 (Technology Software Copyright and Hardware Management).

First Name Isabel Middle Initial M Last Name Valento DOB: 04/14/1999

Agency you are employed by: The College of St Scholastica

Access Start Date: 9/23/2024 (month/date/year)

Access End Date (June 30 or before): 12/31/24 (month/date/year)

Job Title: CSS/ISD 709 Tutor

Primary Work Site: Virtual CSS Work Phone & Ext. 218-428-0789

Reason / Justification for Access: Communication with students and parents for tutor services

Account(s) Needed:

Email Infinite Campus/Student Database

1. I am required to take up to 60 minutes annually of cyber-security training to protect student data and district services. A failure to complete training within 14 days of your first login will result in disablement of your account for security reasons.
2. I understand it would be a violation of School Board policy to allow another person to use my login user name or password.
3. I understand that I will be held accountable for all activities that happen under my login user name and will ensure my password is secure.
4. I understand that the network is monitored and any information electronically stored on District equipment is District property and may be altered, deleted, electronically backed up, or retained and archived.
5. I understand if I have access to employee or student information that I will be responsible for protecting that information and not releasing the data to unauthorized employees or outside agencies. If an employee asks for employee or student information, I will confirm with my supervisor that I may release this information and the requestor is authorized to receive the information. If any non-District employee or agency requests data, I will refer the request to the District Public Relations Office. I understand that failure to protect employee or student information in accordance with School Board policy and/or Minnesota State law for data privacy could result in disciplinary actions, including civil court action as defined and allowed by Federal and State law.

Applicant's Signature Isabel Valento Date 9/24/2024

School District Supervisor's / Sponsor's Name 

School District Supervisor's / Sponsor's Signature 

Date 9/27/24